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August 25, 2006

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12 Street, S.W.
Washington, D.C. 20554

Re: WC Docket No. 06-111 – Domestic Section 214 Application for Transfer of Control of OnFiber Communications Inc. to Qwest Communications Corporation

Dear Ms. Dortch:

Yesterday, representatives of Qwest Communications Corporation ("QCC") and OnFiber Communications Inc. ("OnFiber") met with members of the Wireline Competition Bureau ("WCB") in connection with the above-referenced docket. The issues discussed were consistent with the attached letter, which is being filed in this docket by inclusion herein. Melissa Newman, Vice President – Federal Regulatory, Qwest Communications International Inc., and I attended on behalf of QCC; and Lynn Stang, Associate General Counsel, Qwest Services Corporation, participated via teleconference on behalf of QCC. Jonathan Radin, Vice President – Legal & External Affairs, OnFiber, also participated via teleconference. The WCB was represented by Donald Stockdale, Renee Crittendon, Jodie Donovan-May and Gail Cohen.

This letter and its attachment are being filed pursuant to the procedures set forth in DA 06-1291 and section 1.1206 of the Commission's rules. Any questions concerning this submission should be addressed to the undersigned.

Respectfully submitted,

/s/

Yaron Dori

Attachment

cc: Donald Stockdale, FCC
Renee Crittendon, FCC
Jodie Donovan-May, FCC
Gail Cohen, FCC
Melissa Newman, Qwest
Lynn Stang, Qwest
Jonathan Radin, OnFiber

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Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: WC Docket No. 06-111 – Domestic Section 214 Application for Transfer of Control of OnFiber Communications Inc. to Qwest Communications Corporation

Dear Ms. Dortch:

The Application filed by Qwest Communications Corporation ("QCC") and OnFiber Communications Inc. ("OnFiber") demonstrates that the procompetitive benefits of QCC's acquisition of OnFiber are numerous and will enhance competition. [1] There is no evidence or statement in the record to the contrary, and no entity – including the U.S. Department of Justice – has determined that the proposed transaction would have any anticompetitive effects. Nevertheless, to provide Commission staff with further comfort that the proposed transaction is in the public interest, QCC will voluntarily, upon completing its acquisition of OnFiber, sell to a nonaffiliated third party ("Buyer") – upon reasonable request, pursuant to commercially reasonable terms, and as set forth more fully below – an indefeasible right of use ("IRU") in specified strands of fiber within the existing lateral connection today owned or controlled by OnFiber to five buildings located at the addresses set forth in Attachment A hereto.

QCC shall promptly make known, by usual and customary means, the commercial availability of these IRUs, including but not limited to publicizing their availability on its website, and shall negotiate in good faith with any proposed Buyer.

Any IRU made available pursuant to this commitment shall be subject to Buyer securing from the building owner its own right to access and serve the building and will provide Buyer with a long-term leasehold interest in the fiber strands for use in the provision of telecommunications and related services to the building. The fiber strands that are the subject of the IRU shall span the point of entry of the building to the splice point of the fiber from which OnFiber today uses its lateral connection to reach the building. The number of fiber strands that shall be made available in the form of an IRU under the terms set forth in this letter to any building identified in Attachment A shall not exceed eight.

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[1] *See* Joint Application for Consent to Transfer of Control of Domestic Section 214 Authorization, WC Docket No. 06-111, May 22, 2006, at 11-15.

Any IRU made available pursuant to this commitment shall (1) be for a minimum of 10 years, unless Buyer in its sole discretion requests a shorter period; (2) not require Buyer to pay monthly or other recurring fees to QCC, OnFiber or their affiliates to preserve or make use of its rights; (3) include all additional rights and interests necessary to enable the IRU to be used by Buyer to provide telecommunications services (except rights to access the building, which, as previously noted, Buyer must secure from the building owner); (4) contain commercially reasonable and customary terms, including terms for payment to the grantor for ancillary services, such as maintenance fees on a per occurrence basis; and (5) not unreasonably limit the right of Buyer to use the fiber strands as it wishes so that Buyer may, for example, be permitted to splice into the fiber strands, although such splice points must be mutually agreed upon by the grantor and Buyer. Additionally, Buyer may be given the option of purchasing transition services from QCC, OnFiber or their affiliates for the maintenance, provisioning, monitoring, or support of the IRU for up to one year under terms and conditions reasonably reflective of market conditions.

To the extent an unaffiliated third party establishes a lateral connection, through facilities of its own or through a lease arrangement, including any IRU and regardless of capacity, to a building located at an address identified in Attachment A, then the commitment set forth in this letter shall no longer apply with respect to that building as of the date such unaffiliated third party lateral connection becomes operational or on the effective date of the lease arrangement. If and when this occurs, QCC shall notify the Commission that the commitment set forth in this letter no longer applies with respect to that building. QCC separately shall inform the Commission within 12 months of consummating its acquisition of OnFiber whether it has entered into an IRU arrangement with an unaffiliated third party with respect to any or all of the buildings identified in Attachment A. [2]

Finally, QCC and OnFiber are submitting this letter to clarify that at least one lessee of dark fiber into each of the 11 "dark fiber only" buildings identified in the record [3] today leases, or has the option to lease at its discretion, dark fiber under commonly-accepted commercial terms for a period of greater than 10 years.

This letter is being filed pursuant to the procedures set forth in DA 06-1291 and section 1.1206 of the Commission's rules. Any questions concerning this submission should be addressed to the undersigned.

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[2] QCC's notification within this 12-month period shall have no effect on QCC's obligation to make available the IRUs under the terms set forth in this letter.

[3] *See, e.g.,* Amendment to Joint Application for Consent to Transfer of Control of Domestic Section 214 Authorization, WC Docket No. 06-111, June 14, 2006, at ¶ 3 and Attachment.

Respectfully submitted,

Qwest Communications Corporation

By: Melissa Newman

Melissa Newman
Vice President – Federal Regulatory
Qwest Communications International Inc.
607 14th Street, N.W.
Washington, D.C. 20005

OnFiber Communications Inc.

By: [signature]

Jonathan Radin
Vice President – Legal & External Affairs
OnFiber Communications Inc.
3031 Corvin Drive
Santa Clara, CA 95051

ATTACHMENT A

Building Location
3030 N Cascade, Colorado Springs, CO
12025 E 45th Avenue, Denver, CO
106 Grant Way, Moxee, WA
1400 NW 22nd Avenue, Portland, OR
8909 SW Barbur Blvd, Portland, OR